

REMARKS

35 USC § 103

The fundamental failure of the office action's obviousness argument based on Parillo has always been, and remains, that the service life "changes" supposedly recited in it do not teach or suggest the "modifications" as claimed. As is made clear in the present application and the language of the claims, the service life "modifications" as claimed are not wear and tear. The Parillo reference very clearly states - precisely at those portions of it cited as supporting the office action - that "wear" is what it suggests recording in a memory, to facilitate ultimate diagnosis. The phrase used in Parillo is "wear and change", *see* column 4, lines 51-52. "Change" is the teaching emphasized in the office action, *see* page 3. However, "change" is not what is claimed. "Modification" is what is claimed.

Tellingly, Parillo never references any prior repairs of the vehicle in question, nor component changes, alterations, installed options or conversions. The Parillo reference, in the examples in columns 4 and 5, cites wear to mechanical parts that erode the timing until that needs changing. This is not a modification as claimed because it is not a prior repair, conversion, or modification as claimed. The other example given at column 5 is that tire pressure may be low. This is also not a prior repair, conversion, or modification as claimed. The broadest disclosure of Parillo in this regard is at column 2, lines 32-48 where "dynamic data" items are recited, including "body integrity, air bags, tires, lights, brakes, transmission and engine/carburetor". Once again, none of these are prior repairs, conversions, or modifications as claimed. MPEP section 2111 is not a license to gloss

two fundamentally different things in order to reject claims for obviousness. The wear and tear of Parillo is not the prior repairs or modifications of the present claims.

These fundamental failures of Parillo to support an obviousness rejection are noted in the office action, “Parillo does not specifically teach hardware changes to the machines.”

The Abelow reference does not cure this failure. It does not teach “an electronic repair manual” updated or otherwise. It teaches changes in the design of new units of a product in response to an input customer expression of desire for those changes. The word “repair” or “repair manual” does not appear in or near the portions of the Abelow reference cited in the office action to teach either “electronic repair manual,” or what is claimed presently.

Moreover, Abelow fails to teach or suggest the other present limitation admittedly absent from Parillo; “Parillo does not, however , teach storing pre service life design changes.” An expressed feature preference is not a pre-service design change as claimed.

There is no citation in the prior references to any teaching of a remote repair vehicle having a processor capable of interfacing with processors on the machine to be repaired and/or elsewhere as recited in claims 69 and 74.

Interview Summary

Applicant thanks the Examiner for a courteous and useful interview. No agreements were reached.

Amendments

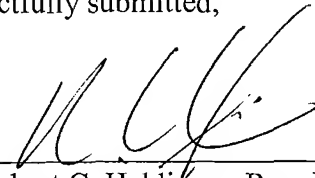
The current amendments also narrow the claims from applying to “agricultural, construction or forestry machines” to combines or harvesters.

The current claims also add the limitations that the repair plan include a work path. The recitation of a work path is supported in the original specification at page 5 line 12, for example, and throughout the application.

The word “modification” has been replaced with the word “conversion of parts”. This change is supported in the original specification at least at page 1, line 23 and page 2, 3, and 6, as well as throughout. This amendment does not narrow the claim because “conversions” and “modifications” as used in the specification are interchangeable and refer to prior repairs, component changes, alterations, conversion of parts, or options installed. They do not refer to wear and tear or fluid levels in the present application.

Prompt and favorable consideration of this Amendment is respectfully requested.

Respectfully submitted,



By: Robert C. Haldiman, Reg. No. 45,437
Husch Blackwell Sanders LLC
190 Carondelet Plaza
St. Louis, MO 63105
314-480-1500
314-480-1505 (FACSIMILE)